

EXHIBIT A

BuzzUp Digital Consulting Services Agreement

This agreement between EstheticaMD ("Client"), located at 12 East Palisade Avenue, Suite C, Englewood, NJ 07631, respectively and LoveJuliet LLC ("Company"), located at 1 Closter Commons, #156, Closter, NJ 07624, founder of BuzzUp Digital, is entered into on March 5, 2018.

1. DESCRIPTION OF SERVICES

The Company agrees to provide the Sponsor with the services detailed below:

DIGITAL MEDIA SERVICES AS DESCRIBED IN ATTACHMENT A

2. TIMELINE

Start Date: Proposed March 1, 2018

End Date: Ongoing (digital consulting services as outlined in contract will automatically continue until Client and/or Company decides to terminate; one month notice of termination required)

3. TERMS

The Client agrees it has rights to the names, images and marks supplied to the Company for use in the agreement, and grants a license to the Company to use these images and marks for the purposes of implementing the consulting arrangement. The Client agrees that the Company may use its name in promotion of the Company's business. The Company acknowledges it has no rights to the names, images or marks of the Client, beyond those defined within this contract.

The Client agrees it has no rights to the BuzzUp Digital name, its website or any of its associated marks.

PAYMENT

In exchange for services provided by the Company for the Client, the Client agrees to pay the Company on the following schedule: \$2,000 will be due on the 1st of each month beginning March 1st, 2018. Services will automatically continue and Client agrees to continue paying \$2,000 per month (subject to change if additional services are required) until contract is terminated by Client or Company.

If payment is not received at the designated times, Company reserves the right to withhold services until such time payment is received. All overdue payments shall be subject to applicable interest at the rate of 1.5%. If Client fails to remit payment after five (5) days written notice by Company, Company reserves the right to immediately terminate this agreement.

4. CONFIDENTIALITY

Client agrees that all knowledge and information that is may receive from Company, or by virtue of Company performing services pursuant to this Agreement, relating to any of the Company's proprietary or confidential information and which are identified in Paragraph 4 above, shall at all times be regarded by Client as strictly confidential and held in confidence solely for use pursuant to the terms of this Agreement. Similarly, Company agrees that is will protect the integrity of all confidential information of the Client, including but not limited to, Client passwords, emails and other data.

5. INDEPENDENT CONTRACTOR

Both the Company and Client agree that Company will at all times act as an independent contractor and not an employee of Client in the performance of consultant services pursuant to this Agreement. Nothing herein shall be deemed to create a fiduciary or agency relationship between Company and Client.

6. INDEMNIFICATION

Client agrees to indemnify and hold harmless Company and their employees, to the fullest extent permitted by law, from and against any and all claims, actions, demand or damages, loss or expenses (including reasonable fees and disbursements of counsel), actions, proceedings or investigations (whether formal or informal) or threats thereof, based upon, related to or arising out of Company's performance of services pursuant to this Agreement, except if and to the extent it is determined in a final, non-appealable action that any such loss, claim, damage or liability results solely from the gross negligence of Company. The reimbursement, indemnity and contribution obligations of the Client pursuant to this Section 5 shall be in addition to any liability the Client may otherwise have and shall extend upon the same terms and conditions to any affiliate, director, officer, partner, agent, employee, independent contractor or controlling person of Company and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of Company.

TERMINATION

This Agreement is non-cancellable by the Client for the initial 6-month period unless there is a material breach by a party, provided however, (1) a party in material breach of this Agreement shall be given written notice and a ten (10) day period to cure said breach before termination goes into effect and (2) Client's cancellation of this Agreement will not obviate Client's outstanding payment obligations to Company for services rendered prior to cancellation. After initial 6-month period, Client may terminate contract providing the Company with a one-month notice. Notwithstanding the above, BuzzUp Digital maintains the right to terminate the within contract for any reason, without cause.

Payment can be made via credit card when invoiced or check can be made to:
LoveJuliet LLC
1 Closter Commons #156
Closter, NJ 07624

Signed and agreed to by:

For the Client
EstheticaMD
c/o Sophia Rabkin
12 East Palisade Avenue, Suite C,
Englewood, NJ 07631
estheticamd@gmail.com

For LoveJuliet LLC

Date

Date

Attachment A

DIGITAL MEDIA CONSULTING SERVICES

1. Continue to build up “audiences” on all relevant digital platforms: Facebook, Instagram, Twitter and Email.
2. Post to Facebook, Instagram and Twitter daily.
3. Aim to provide one Insta-story per week.
4. Create relevant, well-thought-out posts to social media that will engage users and maximize likes and shares. Tag proper businesses, help build up target audiences through engaging content, increase engagement, while limiting negative and/or unwanted engagement.
5. Maintain fresh, new, updated look to Facebook wall through rotating pictures and posts.
6. Reach out to relevant ‘Influencers’ and/or retailers/businesses each month to with a goal of creating one strong cross promotion per month that will assist in raising exposure and driving new business for EstheticaMD.
7. Help promote one EstheticaMD event per year.
8. Provide photography services 2 times per month to be used for all digital communications.
9. Continue assisting client in creating and building an email database using existing online email server (e.g. Mailchimp) for digital communication.
10. Create branded email templates to be used for regular communication with consumers.
11. Create and set up 1 e-mail blast per week for blog topics, monthly promotions, etc. utilizing graphic design services, as needed, based on input from client.
12. Determine best subjects/times to send email to user database through A/B testing to ensure highest open and click through rates- get readers engaged!
13. Create 2 blog posts per month with relevant key words using Company’s professional writers; will prepare additional blog posts, if necessary, for an additional fee.
14. Keyword search for blog posts to assist in coming up higher on search engines.
15. Write and publish 1 press release every 3 months; additional press releases can be completed at an additional fee.
16. Implement fun, creative, and interactive contests and giveaways every 3 months to further increase fan base and build up consumer email list.
17. Create 1 social media ad campaign per month to run on Instagram and Facebook. Ad budget to be determine by client.
18. Utilize in-house graphic design services to create 1 ad per month as needed for other marketing opportunities as they arise through engagement with other businesses on social media.

Base Level Digital Media Management

Total Cost = \$2,000/month*

**Cost does not include additional services such as additional blog posts, press releases, PR services, video production, advanced SEO services, etc. Requests for projects that are outside of the scope of work as outlined in this contract will be discussed and exact costs to be determined and billed separately as needed.*

Signature: Sophia Rabkin
Sophia Rabkin (Apr 12, 2018)

Email: estheticamd@gmail.com


BuzzUp Digital Consulting Digital Services Agreement_2018_EstheticaMD


Adobe Sign Document History


04/12/2018


Created:	03/05/2018
By:	Jennifer Law (info@bergenmama.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8e42FdAsGXZxbEu68RwCdXSy74JJOSfc


"BuzzUp Digital Consulting Digital Services Agreement_2018_EstheticaMD" History


-  Document created by Jennifer Law (info@bergenmama.com)
03/05/2018 - 1:40:20 PM PST- IP address: 74.90.66.83


-  Document emailed to Sophia Rabkin (estheticamd@gmail.com) for signature
03/05/2018 - 1:40:23 PM PST

-  Document viewed by Sophia Rabkin (estheticamd@gmail.com)
03/05/2018 - 1:48:18 PM PST- IP address: 107.77.223.84

-  Document shared with Sophia Rabkin (estheticamd@gmail.com)
04/02/2018 - 10:56:49 AM AKDT- IP address: 68.197.126.98

-  Document viewed by Sophia Rabkin (estheticamd@gmail.com)
04/10/2018 - 1:41:58 PM AKDT- IP address: 107.77.226.8

-  Document e-signed by Sophia Rabkin (estheticamd@gmail.com)
Signature Date: 04/12/2018 - 8:16:57 AM AKDT - Time Source: server- IP address: 96.239.35.91

-  Signed document emailed to Jennifer Law (info@bergenmama.com) and Sophia Rabkin (estheticamd@gmail.com)
04/12/2018 - 8:16:57 AM AKDT



Adobe Sign